

BK2183 PG054

INDENTURE OF AGREEMENT

AGREEMENT made and entered into this 29th day of Dec., 19 65
by and between JOHN ELWYN STONE of Portsmouth, County of Rockingham
and State of New Hampshire, hereinafter referred to as "STONE," and THE
PARISH OF CHRIST CHURCH in Portsmouth, County of Rockingham and
State of New Hampshire, hereinafter referred to as "CHURCH:"

WITNESSETH:

1. That WHEREAS, on June 17, 1964, CHURCH And STONE
mutually agreed that in consideration of the covenant of CHURCH to erect
an Episcopal Church on certain real property in Portsmouth then owned in
fee simple by STONE upon certain conditions more particularly therein set
forth, including the express condition that "This property will be used solely
for ecclesiastical purposes," STONE would give certain valuable land to
CHURCH;

2. That WHEREAS, subsequently to June 17, 1964, STONE, in
reliance upon said covenants of CHURCH deeded to CHURCH certain realty
then of fair market value in excess of One Hundred Thoudsand Dollars
(\$100,000.00) by way of gift conditioned expressly upon the covenants of
CHURCH in the agreement of June 17, 1964;

3. That WHEREAS, CHURCH without prior notice to or approval
of STONE proceeded to construct a building upon the premises that was not
a church nor approved in design by STONE, allegedly as a Rectory, provision
for which was not expressly made in the agreement of June 17, 1964;

4. And WHEREAS, STONE is presently willing to waive any rights
that he may have had by virtue of such construction to reversion of the realty
upon the condition that CHURCH now expressly covenants to erect no further
buildings upon the realty except as hereinafter set forth.

NOW, THEREFORE, it is AGREED between STONE and CHURCH

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as follows:

A. STONE, in consideration of the covenants of CHURCH set forth in the next succeeding subparagraphs, hereby releases and forever surrenders to CHURCH any and all rights he may have to reversion of the realty for condition broken in respect to any structures erected or in the process of being erected upon the property on or prior to the date of this agreement.

B. CHURCH covenants and agrees:

1. That with the exception of a garage, which may be constructed subject to the approval of STONE as to architecture, design, building material and location, no other buildings shall be constructed upon the aforesaid property nor ells nor extensions on existing structures unless authorization of STONE is obtained.

2. That CHURCH will conform in said construction to the design of Hoyle, Doran and Berry of Boston heretofore approved by STONE.

3. That CHURCH will be constructed of "weather struck brick" as approved by STONE in signed memorandum dated October 11, 1965.

5. STONE shall have the right, either by will or by instrument duly acknowledged, to appoint a person who shall succeed to and have all of the rights with respect to subdivisions A and B above which STONE would have had if living, including the right to enforce reversion to STONE'S estate of the realty for condition broken.

IN WITNESS WHEREOF, we have hereunto set our hands and seals the day and year first above written.

John Elwyn Stone
John Elwyn Stone

The Parish of Christ Church in Portsmouth, New Hampshire

By: *Robert E. Whitcomb*
Rector
Robert E. Whitcomb
Senior Warden